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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
:  
In re: : Chapter 11  
:  
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
:  
Debtors. : Jointly Administered  
- - - - - x

**DEBTORS' EIGHTH OMNIBUS MOTION FOR ORDER PURSUANT TO  
BANKRUPTCY CODE SECTIONS 105(a) AND 365(a) AND  
BANKRUPTCY RULE 6006 AUTHORIZING REJECTION OF CERTAIN  
EXECUTORY CONTRACTS**

The debtors and debtors in possession in the  
above-captioned jointly administered cases (collectively,

the "Debtors")<sup>1</sup> hereby move (the "Motion") for entry of an order, pursuant to sections 105(a) and 365(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtors to reject certain executory contracts, including any amendments or modifications thereto and any and all attachments thereto, as set forth on the attached Exhibit A (collectively, the "Contracts"). In support of the Motion, the Debtors respectfully represent:

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Proper ties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), PRAHS, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for the Debtors is 4951 Lake Brook Drive, Suite #500, Glen Allen, VA 23060.

these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 365(a) and Bankruptcy Rule 6006.

#### **BACKGROUND**

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia appointed a statutory committee of unsecured creditors (the "Creditors' Committee"). To date, no trustee or examiner has been appointed in these chapter 11 cases.

6. On January 16, 2009, the Court authorized the Debtors, among other things, to conduct going out of business sales at the Debtors' remaining 567 stores pursuant to an agency agreement (the "Agency Agreement")

between the Debtors and a joint venture, as agent (the "Agent"). On January 17, 2009, the Agent commenced going-out-of-business sales pursuant to the Agency Agreement at the Debtors' remaining stores. The going-out-of-business sales were concluded on or about March 8, 2009.

7. On September 29, 2009, the Debtors and the Creditors Committee filed the First Amended Joint Plan of Liquidation of Circuit City Stores, Inc. and its Affiliated Debtors and Debtors In Possession and its Official Committee of Creditors Holding General Unsecured Claims (the "Plan"). The associated disclosure statement (the "Disclosure Statement") was approved on September 24, 2009. Confirmation of the Plan is currently scheduled for January 28, 2010.

8. Generally, the Plan provides for the liquidation of the Debtors under chapter 11 of the Bankruptcy Code.

**RELIEF REQUESTED**

9. By this Motion, the Debtors request the entry of an order under Bankruptcy Code sections 105(a),

363 and 365(a) and Bankruptcy Rule 6006 authorizing the Debtors to reject the Contracts.<sup>2</sup>

10. The Debtors are currently performing their review and evaluation of other executory contracts that are not the subject of this Motion. As this process continues, the Debtors may identify additional executory contracts to be assumed or rejected. Accordingly, the Debtors reserve the right to seek to assume or reject additional executory contracts. This Motion should not be construed as a determination that any executory contracts not listed herein are to be assumed or rejected.

#### **BASIS FOR RELIEF**

11. In an effort to avoid any future potential postpetition administrative costs and in the

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<sup>2</sup> Certain of the Contracts listed on Exhibit A and included in this Motion may have been terminated prior to the Petition Date, may have been terminated since the Petition Date as a result of a breach by the Contract counterparty or otherwise, may not have become effective or may not be executory as of the date hereof. To the extent any of the foregoing applies, the this Motion has no force or effect with respect to any such terminated, non-effective or non-executory Contracts. This Motion is not intended to reinstate or otherwise alter the status of any Contract, and does not mean that any particular Contract counterparty is entitled to damages for rejection thereof. The Debtors reserve any and all rights with respect to the Contracts.

exercise of the Debtors' sound business judgment, the Debtors hereby move to reject the Contracts.

12. The Contracts are comprised of all remaining employment agreements between the Debtors and their current and former employees.<sup>3</sup> In particular, as set forth above, the Debtors have closed all of their retail stores and have proposed the Plan, which provides for the complete liquidation of the Debtors' businesses. At this time, the Debtors are operating with a minimal staff of approximately 23 employees - less than one-tenth of one percent of the approximately 40,000 employees the Debtors employed on the Petition Date. The remaining employees are working for the limited period necessary to conclude the Debtors' liquidation and wind down their estates.

13. Accordingly, given the Debtors' liquidation and the termination of the vast majority of the Debtors' employees, the Debtors have determined that it is in their best interest to reject any and all

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<sup>3</sup> In addition, the Contracts include a letter agreement with Ryan, Inc., to provide tax consulting services to the Debtors. As with the employment agreements, this agreement no longer provides any value to the Debtors.

outstanding employment agreements, both with previously terminated employees and with those few employees temporarily remaining with the Debtors. The Debtors will continue to employ their remaining employees on an at-will basis without the need for an employment agreement.

14. Each of the Contracts is listed on Exhibit A, attached hereto, along with the name and address of the Contract counterparty and the date of the Contract.

15. In considering their options with respect to the Contracts, the Debtors have determined in their business judgment, in light of the liquidation and the termination of the majority of the Debtors' employees, including the vast majority of the Contract counterparties, that assumption is unwarranted. Based on this analysis, the Debtors have determined that the Contracts provide no value to the Debtors' estates.

16. Accordingly, the Debtors believe that rejection of the Contracts is in the best interests of their estates, their creditors, and other parties in interest.

**APPLICABLE AUTHORITY**

17. Bankruptcy Code section 365(a) provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a). A debtor's determination to reject an executory contract is governed by the "business judgment" standard. See Lubrizol Enterprises, Inc. v. Richmond Metal Finishers, Inc., 756 F.2d 1043, 1046-47 (4th Cir. 1985), cert. denied sub nom., Lubrizol Enters., Inc. v. Canfield, 475 U.S. 1057 (1986); In re Extraction Technologies of VA, L.L.C., 296 B.R. 393, 399 (Bankr. E.D. Va. 2001); see also In re HQ Global Holdings, Inc., 290 B.R. 507, 511 (Bankr. D. Del. 2003) (stating that a debtor's decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the product of bad faith, whim, or caprice).

18. Once the Debtors articulate a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action



taken was in the best interests of the company.'"

Official Comm. Of Subordinated Bondholders v. Integrated Res., Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)).

19. The business judgment rule has vitality in chapter 11 cases and shields a debtor's management from judicial second-guessing. See Comm. Of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp., 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.").

20. As set forth above, the Debtors have satisfied the "business judgment" standard for rejecting the Contracts. The Contracts provide no economic benefit to the Debtors, nor are such Contracts a source of potential value for the Debtors' estates and creditors. Accordingly, rejection of the Contracts reflects the exercise of the Debtors' sound business judgment.

21. This Court has authorized similar relief throughout these chapter 11 cases. See, e.g., In re

Circuit City Stores, Inc., Case No. 08-35653 (Bankr. E.D. Va.) (Docket Nos. 1260, 1280, 1706, 2907, 2935, 3078, 3219); see also In re Movie Gallery, Inc., Case No. 07-33849 (Bankr. E.D. Va. Oct. 17, 2007); In re Storehouse, Inc., Case No. 06-11144 (Bankr. E.D. Va. Nov. 21, 2006); In re Rowe Furniture, Inc., Case No. 06-11143 (Bankr. E.D. Va. Nov. 21, 2006); In re The Rowe Cos., Case No. 06-11142 (Bankr. E.D. Va. Nov. 21, 2006); In re US Airways Group, Inc., Case No. 02-83984 (Bankr. E.D. Va. Aug. 12, 2002).

#### **NOTICE**

22. Notice of this Motion has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 130) and Supplemental Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Amended Notice, Case Management and Administrative Procedures (Docket No. 6208) and to all

counterparties to the Contracts. The Debtors submit that, under the circumstances, no other or further notice need be given.

**WAIVER OF MEMORANDUM OF LAW**

23. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Motion and all applicable authority is set forth in the Motion, the Debtors request that the requirement that all motions be accompanied by a separate memorandum of law be waived.

**NO PRIOR REQUEST**

24. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form of the Proposed Order annexed hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: January 28, 2010  
Richmond, Virginia

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Counsel for Debtors and  
Debtors in Possession

**EXHIBIT A**

**(Executory Contracts)**

**EXHIBIT A**  
**Executory Contracts**

Counterparty	Title of Agreement	Date of Agreement	Counterparty Address 1	Counterparty Address 2	Counterparty City, State ZIP
Allen, Keith	Employment Agreement for Keith Aller	6/1/2006	489 Mill Wood Blvd		Marysville, OH 43040
Appleby, Robert J	Employment Agreement for Robert J. Appleby	6/22/2007	14320 Winter Ridge Lane		Midlothian, VA 23113
Bade, Brian M	Employment Agreement for Brian M. Bade	6/11/2007	11200 Prescott Place		Glen Allen, VA 23059
Baldyga, Lisa J	Letter Agreement	2/13/2007	15539 Pinehurst Forest Dr		Montpelier, VA 23192
Becker, Elliot	Employment Agreement for Elliot F. Becker	3/7/2005	3019 Hanover Avenue		Richmond, VA 23221
Bergan, Erik L	Employment Agreement for Erik Bergar	6/11/2007	1746 War Ave		East Point, GA 30344
Besanko, Bruce	Employment Agreement for Bruce H. Besanko	7/30/2007	191 Farmington Rd		Longmeadow, MA 01106
Birnbaum, Richard	Memorandum Agreement	4/25/2003	10480 Cherokee Road		Richmond, VA 23235
Bogle, Gerry Raymond	Employment Agreement for Gerry Bogle	7/26/2007	3408 22nd Ave N W		Gig Harbor, WA 98335
Botelho, Antone C	Employment Agreement	6/24/2003	131 4th Avenue		Holtsville, NY 11742
Bradley, Brian	Employment Agreement for Brian Bradley	1/29/2008	2400 Odendron Court		Richmond, VA 23233
Brasby, Charles	Employment Agreement for Charles Brasby	11/1/2006	5 Ledge Terrace		Old Bridge, NJ 08857
Breitenbecher, Kelly	Employment Agreement for Kelly Breitenbecher	10/18/2007	Sands Anderson Marks & Miller PC	801 E. Main Street, Suite 1800	Richmond, VA 23218
Chalifoux, Michael	Memorandum Agreement	6/10/2003	10801 Whitaker Woods Road		Richmond, VA 23233
Collum, Jerry	Employment Agreement for Jerry Collum	1/8/2008	879 Terrace Drive		Lantana, TX 76226
Davis, Tony V	Employment Agreement for Tony V. Davis	6/19/2006	11220 Buckhead Court		Midlothian, VA 23113
Deason, Stephen N	Employment Agreement	7/13/1990	2701 E. Brigstock Road		Midlothian, VA 23113
Dickey, Richard D	Employment Agreement for Richard D. Dickey	12/3/2003	1401 Cedar Lake Drive		Prosper, TX 75078
Eaton, Andrew R	Employment Agreement for Andrew R Eator	8/13/2003	2673 Water Race Terrace		Midlothian, VA 23112
Ebner, Scott P	Employment Agreement for Scott P. Ebner	1/28/2005	110 Fieldstone Estates Drive		Wentzville, MO 63385
Eckenroad, David E	Employment Agreement for David E Eckenroad	8/13/2003	2337 White Marsh Drive		Twinsburg, OH 44087
Edwards, Terry L	Employment Agreement for Terry L Edwards	8/13/2003	370 Stoneledge Drive		Roanoke, VA 24019
Elliott, Willard Mark	Employment Agreement for Willard Mark Elliot	9/7/2007	49622 Woodland Dr		East Liverpool, OH 43920
Engen, William M	Employment Agreement for William M. Enger	6/30/2008	12029 Stonewick Place		Glen Allen, VA 23059
Engin, Oguzhan	Employment Agreement for Oguzhan Engir	7/28/2008	3608 Kimberly Lane		Dover, PA 17315
Eriksen, David	Employment Agreement for David Erikser	10/10/2007	84422 Manhasset Street		Riverside, CA 92508
Errion, Vicki Felton	Employment Agreement for Vicki Felton Errior	4/1/2008	1360 Woodlawn Dr		Orange Park, FL 32065
Etheridge, Curtis W	Employment Agreement for Curtis W. Etheridge	5/1/2006	119 Deer Creek Drive		Blythewood, SC 29016
Falconer, Carin Elaine	Employment Agreement for Carin E. Falconer	7/16/2007	Gardere Wynne Sewell LLP	1601 Elm St, Suite 3000	Dallas, TX 75201
Fay, Lawrence W	Employment Agreement for Lawrence W. Fay	3/3/2006	2500 Maple Hall Court		Midlothian, VA 23113
Finch, Roland L	Employment Agreement for Roland L. Finch	12/15/2005	4137 Stony Lane		Doylestown, PA 18902
Fioravanti, David H	Employment Agreement for David H. Fioravant	8/13/2003	161 Chilton		Langhorne, PA 19047
Fox, Jason R	Employment Agreement for Jason R Fox	1/17/2005	22406 E Roxbury Pl		Aurora, CO 80016
Frascone, Matthew Scott	Employment Agreement for Matthew Frascone	3/21/2006	9823 Kerry Lane		Richmond, VA 23238
Freeman, James M	Employment Agreement for James Freemar	4/5/2007	10307 Sageglow		Houston, TX 77089
Fuller, Carol K	Employment Agreement for Carol K. Fuller	9/13/2004	707 Taylors Hill Court		Manakin Sabot, VA 23103
Geith, Jon C	Employment Agreement for Jon C. Geith	3/10/2005	14213 Riverdowns South Drive		Midlothian, VA 23113
Godbout Jr, David A	Employment Agreement for David A. Godbout, Jr	4/3/2006	13 Heritage Green		Hudson, WI 54016

Gonsalves, George G	Employment Agreement for George Gonsalves	7/10/2007	240 Round St		Tauton, MA 02780
Grove, Jacqueline	Employment Agreement for Jacqueline Grove	8/7/2006	4204 Whitford Court, Apt 1403		Glen Allen, VA 23060
Hanson, Erik R	Employment Agreement for Erik Hanson	8/3/2007	10301 Nightingale Avenue		Fountain Valley, CA 92708
Harlow, John	Employment Agreement for John Harlow	1/14/2008	9 Tide Mill Road		Saint James, NY 11780
Harrington, Thomas K	Employment Agreement for Thomas K. Harrington	8/13/2003	4972 Arbor View Parkway		Acworth, GA 30101
Hedgebeth, Reginald D	Employment Agreement for Reginald D. Hedgebeth	7/11/2005	4401 Wilcot Drive		Midlothian, VA 23113
Hendricks, Edward	Employment Agreement for Edward Hendricks	6/30/2008	1289 89th Street		New Richmond, WI 54017
Houston, Jason E	Employment Agreement for Jason Houston	5/4/2007	11621 Peavey St		Glen Allen, VA 23059
Hoye, Michael B	Employment Agreement for Michael B. Hoye	9/28/2004	14001 Wiley Circle		Midlothian, VA 23114
Joly, Russell N	Employment Agreement for Russell N. Joly	6/6/2006	5318 Woodstone Ct		Louisa, VA 23093
Jonas Jr, Eric A	Employment Agreement for Eric A. Jonas, Jr.	7/26/2004	10 S 20th St, Unit 709		Richmond, VA 23223
Kelley, Bobby C	Employment Agreement for Bobby C. Kelley	1/21/2008	9 Poe Road		Billerica, MA 01821
Kelly, John	Employment Agreement for John J. Kelly	5/16/2005	14812 Felbridge Way		Midlothian, VA 23113
Krajewski, Todd M	Employment Agreement for Todd Krajewski	6/1/2007	1208 Oakwater Dr		Royal Palm Beach, FL 33411
Krueger, Gary R	Employment Agreement for Gary R. Krueger	8/4/2004	835 Norris Shores Drive		Sharps Chapel, TN 37866
Kubica, Chad A	Employment Agreement for Chad Kubica	11/14/2005	24126 Matthew Place		Santa Clarita, CA 91321
Lamar, Ronald Wade	Employment Agreement for Ronald Wade Lamar	3/1/2006	12822 Daisy Place		Bradenton, FL 34212
Lambert Gaffney, Laurie	Employment Agreement for Laurie Lambert-Gaffney	4/1/2005	432 Shadow Creek Lane		Manakin Sabot, VA 23103
Laxson, Blake	Employment Agreement for Blake Laxson	1/1/2007	1830 Radius Rd, No 924		Hollywood, FL 33020
Leach, Brian R	Employment Agreement for Brian R. Leach	9/24/2007	9060 Cottleston Circle		Mechanicsville, VA 23116
Levin, Michael	Employment Agreement for Michael Levin	3/1/2006	37 Thornbury Avenue		Glen Rock, NJ 07452
Lowe, Tim	Employment Agreement for Tim Lowe	6/11/2007	443 Penwood Dr		Edgewater, MD 21037
Luck, Wayne	Employment Agreement for Wayne B. Luck	11/6/2006	8954 Kings Charter Drive		Mechanicsville, VA 23116
Malik, Ali I	Employment Agreement for Ali I. Malik	1/12/2004	68 Mark Smith Drive		Mandeville, LA 70471
Marcum, James A	Employment Agreement for James A. Marcum	8/18/2008	55 Wentworth Cove Road		Laconia, NH 03246
Maynard, Jeffery	Employment Agreement for Jeffrey C. Maynard	11/4/2007	2325 Wooded Oak Pl		Midlothian, VA 23113
McClard, Dwain A	Employment Agreement for D. Allen McClard	11/14/2005	4513 Welby Turn		Midlothian, VA 23113
McDonald, Jeffrey A	Employment Agreement for Jeffrey A. McDonald	6/22/2007	5540 Quail Ridge Terr		Chesterfield, VA 23832
McGaugh, Damien H	Employment Agreement for Damien H. McGaugh	5/25/2005	1805 Portglen		League City, TX 77573
McNeese, Michael	Employment Agreement for Michael McNeese	10/3/2006	17814 West Wood Dr		Surprise, AZ 85388
Mercado, Steve	Employment Agreement for Steve Mercado	11/14/2005	551 Iris Street		Redlands, CA 92373
Mestas II, Phillip Oliver	Employment Agreement for Phillip O Mestas I	9/28/2004	3889 SW 22nd Drive		Gresham, OR 97080
Miller, Colin A	Employment Agreement for Colin Miller	9/25/2007	544 South Belfast Ave		Augusta, ME 04330
Mitchell, Ellen D	Employment Agreement for Ellen D. Mitchell	6/22/2007	11101 Park Ridge Dr		Fredericksburg, VA 22408
Monteleone, Jack T	Employment Agreement for Jack T. Monteleone	10/20/2003	39W374 Grand Avenue		Elgin, IL 60124
Morrow, Bradley J	Employment Agreement for Bradley Morrow	11/16/2007	711 Stubbs Vinson Rd		Monroe, LA 71203
Mosier, Michelle O	Employment Agreement for Michelle O. Mosier	6/24/2005	4503 W Franklin St		Richmond, VA 23221
Nichols, John M	Employment Agreement for Michael Nichols	2/1/2007	4417 Hickory Lake Court		Richmond, Va 23059
Norcross, Mark Charles	Employment Agreement for Mark Charles Norcross	8/20/2007	1613 Lydia Court		Spring Hill, TN 37174

Oberheu, Taber Allen	Employment Agreement for Taber Allen Oberhet	3/23/2006	3356 Lenox Drive		Pittsburgh, PA 15238
O'Guin, Tyson	Employment Agreement for Tyson O'Guir	1/24/2008	108 Sunrise Ln		Houma, LA 70360
Oldani, Mark	Employment Agreement for Mark Oldani	5/15/2006	4207 Welby Drive		Midlothian, VA 23113
Passehl, Todd	Employment Agreement for Todd Passehl	8/13/2003	10820 Pepperbush Court		Glen Allen, VA 23060
Pearson, Jonathan	Employment Agreement for Jonathan Pearson	3/12/2007	11475 Abbots Cross Lane		Glen Allen, VA 23059
Peter, Todd	Employment Agreement for Todd Peter	1/28/2008	6005 Saddle Ridge		Johnsburg, IL 60051
Raleigh, John P	Employment Agreement for John P. Raleigh	1/23/2004	3621 Meadow Pond Court		Glen Allen, VA 23060
Raynor, Enas Shaqdieh	Employment Agreement for Enas Shaqdieh Raynor	12/20/2007	397 NW 159th Ave		Pembroke Pines, FL 33028
Reilly, Joseph V	Employment Agreement for Joseph V. Reilly	10/26/2007	944 Lakewood Dr		Barrington, IL 60010
Reyes, Fernando	Employment Agreement for Fernando Reyes	6/7/2007	7321 Maplewood Court		Corona, CA 92880
Robles, Angelo Modesto	Employment Agreement for Angelo M. Robles	3/8/2007	8403 Becks Mill Lane		Camby, IN 46113
Rosier, Nathan	Employment Agreement for Nathan E. Rosier	3/12/2007	2996 Tranbycroft Way		Sandy Hook, VA 23153
Rowe, John M	Employment Agreement for John M. Rowe	11/23/2007	903 Parkview Lane		Southlake, TX 76092
Rubin, Andrew S	Employment Agreement for Andrew S. Rubir	11/1/2006	24727 Catilan Cliff		San Antonio, TX 78261
Ryan, Inc., f/k/a Ryan & Company, Inc.	Letter Agreement	6/8/2005	Three Gallaria Tower, 13155 Noel Road	12th Floor, LB 72	Dallas, TX 75240
Ryan, Paul	Employment Agreement for Paul Ryar	undated	5016 Park Meadows Way		Glen Allen, VA 23059
Schmidt, Gary	Employment Agreement	9/10/1998	830 Carnellian Lane		Peachtree City, GA 30269
Schwake, Donald Frederick	Employment Agreement for Donald Schwake	6/10/2007	105 Via Solara		Encinitas, CA 92024
Scottrussell, Christopher John	Employment Agreement for Christopher John Scottrussell	5/16/2007	5302 30th Ave South		Minneapolis, MN 55417
Sharp, Richard	Memorandum Agreement	10/1/2002	P.O. Box 42333		Richmond, VA 23242
Siddons, Derek J	Employment Agreement for Derek J. Siddon	3/1/2007	545 Tomahawk Dr		Twin Lakes, WI 53181
Siegler, Neal S	Employment Agreement for Neal Siegle	2/28/2007	2819 Brett Dr		New Lenox, IL 60451
Sifford, Michelle A.	Employment Agreement for Michelle Sifford	10/15/2007	2917 Northlake Drive		Richmond, VA 23233
Sindelar, Eric C	Employment Agreement of Eric C. Sindelar	3/28/2005	2696 E 132 Pl		Thornton, CO 80241
Sise, Brad A	Employment Agreement of Brad A. Sise	1/5/2004	1020 108th Ave NE	Apt No 1408	Bellevue, WA 98004
Smith, James B	Employment Agreement of James B. Smith	4/24/2008	2406 Yosemite Way		Discovery Bay, CA 94505
Stinde, Mark S	Employment Agreement for Mark S. Stinde	undated, hired 6/17/2002	2501 E Franklin St, No 2		Richmond, VA 23223
Stone, Jeffrey	Employment Agreement for Jeffrey S. Stone	1/28/2008	9505 Nassington Court		Richmond, VA 23229
Strauss, David Robert	Employment Agreement for David R. Strauss	8/20/2007	5204 Davenport Pl		Roswell, GA 30075
Subetto, Robert Glen	Employment Agreement for Robert Subetto	undated, hired 10/31/2005	621 Primrose Lane		Allentown, PA 18104
Taitano, Jennifer E	Employment Agreement for Jennifer E. Taitanc	3/18/2005	1309 Lindsey Drive		Keller, TX 76248
Tawil, Omar A	Employment Agreement for Omar Tawil	8/13/2003	7 Merrill Hill		Ladera Ranch, CA 92694
Taylor, Forrest D	Employment Agreement for Forest Taylor	11/14/2005	3723 Pinto Place		Ontario, CA 91761
Terry Jr, William M	Employment Agreement for William M. Terry, Jr	6/1/2006	1304 Copper Creek Drive		Lexington, KY 40514
Thrasher, John	Employment Agreement for John Thrasher	1/23/2006	4679 Torrey Circle, No. 102		San Diego, CA 92130
Timmer, Rick A	Employment Agreement for Rick A. Timme	3/1/2006	1075 Brookdale Drive		Crestline, OH 44827
Tucker, Melvin	Employment Agreement for Melvin G. Tucke	5/1/2005	11508 Sethwarner Drive		Glen Allen, VA 23059-4805
Tuttle, Donald R	Employment Agreement	7/13/1990	483 Greenview Dr		Chanhassen, MN 55317
Ukman, Craig W	Employment Agreement for Craig W Ukmar	8/13/2003	8206 Silkwood Drive		Mechanicsville, VA 23116
Urso, Frank	Employment Agreement for Frank Ursc	3/1/2006	3070 Foulk Road		Boothwyn, PA 19061



Utley, Jonathan	Emplyment Agreement for Jonathan Utley	7/30/2007	10400 Colfax Dr		McKinney, TX 75070
Vandervelde, Jeremy J.	Employment Agreement for Jeremy J. Vandervelde	3/16/2006	5401 Trail Ride Court		Moseley, VA 23120
Vassilakos, Nicholas	Employment Agreement of Nicholas Vassilakos	undated	196 Bay 11th St		Brooklyn, NY 11228
Viles, Brett W	Employment Agreement for Brett W. Vile	8/20/2007	2680 Shadow Pine Dr, No 54		Fruitport, MI 49415
Vonbechmann, Dawn W	Employment Agreement for Dawn W. Vonbechmann	3/10/2005	Neil E. McCullagh	411 E. Franklin Street, Suite 600	Richmond, VA 23219
Young, Ken J	Employment Agreement for Ken J. Young	6/16/2005	2836 Bayhill Woods Cove		Collierville, TN 38017
Zargari, David	Employment Agreement for David Zargari	6/25/2007	11120 Huntington Meadow Ln		Charlotte, NC 28273
Zendejas, Genaro	Employment Agreement for Genaro Zendejas	3/1/2007	11620 Mantova Ave		Bakersfield, CA 93312
Zinicola, David J.	Employment Agreement for David J. Zinicola	3/1/2006	162 Ben Bar Circle		Whitesboro, NY 13492

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
:  
In re: : Chapter 11  
:  
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
:  
Debtors. : Jointly Administered  
- - - - - x

**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND  
365(a) AND BANKRUPTCY RULE 6006 AUTHORIZING REJECTION OF  
CERTAIN EXECUTORY CONTRACTS**

Upon the motion (the "Motion")<sup>1</sup> of the Debtors  
for entry of an order, under Bankruptcy Code sections  
105(a) and 365(a) and Bankruptcy Rule 6006, authorizing

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

the Debtors to reject certain executory contracts as set forth on the attached Exhibit A, including any amendments or modifications thereto and any and all attachments thereto (collectively, the "Contracts"); and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED.
2. The Contracts are hereby rejected.
3. Each counterparty to a Contract shall have until thirty (30) days from the date this Order is entered on the docket to file a proof of claim on account of any and all claims (as defined in the Bankruptcy Code) arising from or related to rejection of its Contract.

4. To the extent any Contract listed on Exhibit A was terminated prior to or after the Petition Date as a result of a breach by the Contract counterparty or otherwise, did not have become effective at any time, or is not executory as of the date hereof, this Order shall be of no force and effect with respect to any and all such Contracts and nothing herein shall be deemed to or shall reinstate or otherwise alter the status of any Contract. All of the Debtors rights with respect to the foregoing are not waived and are expressly reserved.

5. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

6. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Dated: Richmond, Virginia  
\_\_\_\_\_, 2010

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UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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\_\_\_\_/s/ Douglas M. Foley\_\_\_\_  
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Counsel to the Debtors  
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**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I  
hereby certify that the foregoing proposed order has  
been endorsed by or served upon all necessary parties.

\_\_\_\_/s/ Douglas M. Foley\_\_\_\_  
Douglas M. Foley

**EXHIBIT A**

**(Executory Contracts)**